


# User Access Guide

## Contents

1	Background.....	3
1.1	Part 23 of the NGR.....	3
1.2	Service providers .....	3
1.3	Contact details.....	3
2	Pipeline description – SEA Gas Pipeline.....	4
2.1	Overview.....	4
3	Pipeline description - Mortlake Pipeline .....	4
4	Access requests and negotiations .....	5
4.1	Overview.....	5
4.2	When this Guide does not apply .....	5
4.3	Confidentiality .....	5
4.4	Parties to negotiate in good faith.....	5
4.5	How to make a preliminary enquiry .....	6
4.6	How to make an Access Request.....	6
4.7	Incomplete Access Requests .....	7
4.8	If further investigations are required .....	7
4.9	How to amend an Access Request .....	7
4.10	When we will make an Access Offer .....	7
4.11	What is included in our Access Offer.....	7
4.12	When we are not required to make an Access Offer .....	8
4.13	How you may request negotiations.....	8
4.14	How we will exchange information during negotiations.....	8
4.15	Arbitration .....	9

	<b>User Access Guide</b>	Doc Ref: CORP-MAN-001
This is a Controlled Document	Issue Date: 4 Feb 2019	

# 1 **Background**

## 1.1 ***Part 23 of the NGR***

Under Part 23 of the NGR, a service provider for a non-scheme pipeline must publish certain information and documents about that pipeline, including service and access information, standing terms, financial and pricing information and a user access guide.

This Guide is the user access guide required under the NGR for the SEA Gas Pipeline and Mortlake Pipeline (as described in more detail below). Each of these pipelines is a non-scheme pipeline.

The purpose of this Guide is to assist prospective users to obtain services on these pipelines.

Prospective users are also referred to the AER’s Non-Scheme Pipeline Arbitration Guide and Framework flow chart at:

[www.aer.gov.au/networks-pipelines/non-scheme-pipelines/arbitration-of-access-disputes](http://www.aer.gov.au/networks-pipelines/non-scheme-pipelines/arbitration-of-access-disputes)

## 1.2 ***Service providers***

South East Australia Gas Pty Ltd as agent for and on behalf of the SEA Gas Partnership is the service provider for the SEA Gas Pipelines.


SEA Gas (Mortlake) Pty Ltd as agent for and on behalf of the SEA Gas (Mortlake) Partnership is the service provider for the Mortlake Pipeline.

A reference in this Guide to “SEA Gas” is a reference to the relevant SEA Gas entity that is the service provider for the relevant pipeline.

## 1.3 ***Contact details***

Please send all enquiries relating to this Guide or access to either of these pipelines to:

<b>Address</b>	SEA Gas Commercial Team Level 4, 70 Hindmarsh Square, Adelaide, 5000
<b>Telephone</b>	08 8236 6800
<b>Fax</b>	08 8236 6899
<b>Email</b>	<a href="mailto:commercial@seagas.com.au">commercial@seagas.com.au</a>
<b>Website</b>	<a href="http://www.seagas.com.au">www.seagas.com.au</a>
<b>Attention</b>	Head of Commercial / Principal Commercial Advisor

	<b>User Access Guide</b>	Doc Ref: CORP-MAN-001
This is a Controlled Document	Issue Date: 4 Feb 2019	

## **2 Pipeline description – SEA Gas Pipeline**

### **2.1 *Overview***

The SEA Gas Pipeline is a high pressure natural gas transmission pipeline system that transports natural gas from Port Campbell to various offtakes and interconnected pipeline systems in South Australia and Victoria. It incorporates a number of laterals owned and operated by SEA Gas (including the WUGS Lateral) together with associated facilities such as connection point infrastructure and all equipment required to operate the pipeline system.

The SEA Gas Pipeline system consists of the:

- Port Campbell to Adelaide system (including WUGS Lateral) (**PCA**); and
- Pt Campbell to Iona system (**PCI**).

The SEA Gas Pipeline became operational on 1 January 2004.


Further details on the SEA Gas Pipeline system can be found on our website.

## **3 Pipeline description - Mortlake Pipeline**

The Mortlake Pipeline is an 83 km pipeline connecting Origin's Mortlake Power Station to the SEA Gas pipeline owned by SEA Gas. There are currently no other loads or gas sources on its route.

SEA Gas acquired the Mortlake Pipeline in 2016.

The Mortlake Pipeline has been granted Category 2 exemption under Part 23 of the NGR until 3 January 2023 or such earlier date that circumstances change such that the pipeline no longer qualifies for the exemption.

	<b>User Access Guide</b>	Doc Ref: CORP-MAN-001
This is a Controlled Document	Issue Date: 4 Feb 2019	

## **4 Access requests and negotiations**

### **4.1 Overview**

This section 4 applies to both the SEA Gas Pipeline system and Mortlake Pipeline.

### **4.2 When this Guide does not apply**

Requests for variations to an existing contracted service for any part of the current service term are not covered by Division 3, Part 23 of the NGR or this Guide. Such variations will be negotiated in accordance with the terms of the relevant contract.

Similarly, Division 3 and this Guide do not apply to disputes about a pipeline service provided under an existing contract. Such disputes are governed by the terms of that contract.

### **4.3 Confidentiality**

Rule 561(8) and (9) provides that SEA Gas and prospective users must keep confidential any non-public information provided by one party to the other during negotiations.

Rule 561(8) provides that SEA Gas and prospective users must only use or reproduce confidential information of another party for the purpose for which it was disclosed except in certain limited exceptions where a party may disclose confidential information:


- to the scheme administrator in an access dispute notice;
- to the arbitrator in the course of an arbitration;
- with the consent of the other party;
- to a professional or other adviser of the party who agrees with the party to maintain the confidentiality of the confidential information;
- if it is required by, or necessary for the purposes of, the NGR or NGL;
- if the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction; or
- if the disclosure is authorised or required by a law of a participating jurisdiction or required by a competent regulatory body, and the person making the disclosure gives written details of the disclosure (including an explanation of the reasons for the disclosure) to the other party.

SEA Gas is an independent pipeline operating entity and conducts negotiations with its customers on a strictly confidential basis. Any information provided by one party to another during negotiations will be subject to the terms of the Confidentiality Agreement that accompanies the Pipeline Access Request form.

Confidential information does not include any public information provided by one party to the other during negotiations.

### **4.4 Parties to negotiate in good faith**

Pursuant to s 216G of NGL, SEA Gas and prospective users are obliged to negotiate in good faith.

	<b>User Access Guide</b>	Doc Ref: CORP-MAN-001
This is a Controlled Document	Issue Date: 4 Feb 2019	

SEA Gas reserves the right to terminate negotiations if a prospective user is not negotiating in good faith.

#### **4.5 How to make a preliminary enquiry**

Prospective users may, at any time, make preliminary enquiries about access to pipeline services.

SEA Gas encourages prospective users to discuss their requirements before considering lodging a formal Access Request. These preliminary discussions are likely to facilitate the parties achieving a sound mutual understanding of requirements that may obviate the need for a formal Access Request

Where further investigations are required in order to address a preliminary enquiry, SEA Gas will advise the prospective user, accordingly. It will seek to agree arrangements in good faith, including the indicative scope, timelines and, if appropriate, costs for such further investigations.

All preliminary enquiries should be addressed to the contact specified in section 1.3. of this guide.

#### **4.6 How to make an Access Request**

Although SEA Gas encourages prospective users to initiate discussion through a preliminary enquiry, a prospective user may, at any time, request SEA Gas to provide access to a pipeline service, by making a formal Access Request under rule 559.


A formal Access Request must:

- be in writing;
- addressed to the contact specified in section 1.3;
- specify that it is a formal Access Request under rule 559; and
- must include information reasonably required for SEA Gas to prepare an Access Offer, or to determine whether SEA Gas needs to undertake further investigations in relation to the Access Request, including the information specified below.

If a request does not specify that it is a formal Access Request under rule 559, SEA Gas may treat the request as a preliminary enquiry. As a formal Access Request triggers formal statutory processes, prospective users are encouraged to specify whether their request is a preliminary enquiry or a formal Access Request.

An Access Request should be accompanied by the completion of our [Pipeline Access Request](#) form and the completion of a [Confidentiality Agreement](#), and should include at least the following information:

- the details of the entity (including ABN or other incorporation details) seeking the pipeline services and who will be the contracting entity;
- each of the pipeline services required (and whether a request for one service is conditional on provision of another);
- the receipt and delivery points where each service is required and what quantities are required at those points
- the start date and end date for each service;

	<b>User Access Guide</b>	Doc Ref: CORP-MAN-001
This is a Controlled Document	Issue Date: 4 Feb 2019	

- the proposed form of credit support and information as to the creditworthiness of the contracting entity; and
- if relevant, any technical details or other information relating to a new interconnection to the pipeline.

#### **4.7 Incomplete Access Requests**

If an Access Request is incomplete and we require further information, we will inform you of this and the information required within 5 Business Days after receiving the access request.

#### **4.8 If further investigations are required**

If we need to undertake further investigations, we will inform you within 10 Business Days.

SEA Gas will only undertake further investigations in relation to an Access Request when and to the extent reasonably necessary.

We will negotiate with you in good faith about the terms and conditions on which further investigations will be carried out, including the following matters:

- if required, the basis for determining reasonable costs of the further investigations to be paid by you;
- any reasonable extension to the 60 Business Day time period allowed under the Rules to enable the further investigations to be completed before an Access Offer is required to be made.

#### **4.9 How to amend an Access Request**

You may amend the details of your Access Request with our consent, which will not be unreasonably withheld. We may give consent to your request for amendment subject to reaching an agreement on a reasonable extension to the period for making an Access Offer.

#### **4.10 When we will make an Access Offer**


Subject to section 4.12, we will make an Access Offer within 20 Business Days after receiving the Access Request unless one of the following apply;

- if the Access Request is incomplete, within 20 Business Days of the provision of the further information requested of you; or
- if we need to undertake further investigations, within 60 Business Days after receiving the Access Request (or in the case of an incomplete request after receiving the further information requested), unless we have agreed a different timing with you.

#### **4.11 What is included in our Access Offer**

The Access Offer will:

- set out the price and other terms and conditions on which we offer to make the requested pipeline services available to you;

	<b>User Access Guide</b>	Doc Ref: CORP-MAN-001
This is a Controlled Document	Issue Date: 4 Feb 2019	

- detail any works to be undertaken by you and us, and any applicable technical and performance specifications; and
- be in a form capable of acceptance by you so as to constitute a new access contract or form part of an existing access contract.

Our Access Offer may include appropriate conditions precedent and be subject to a reasonable time limit for acceptance.

#### ***4.12 When we are not required to make an Access Offer***

There may be circumstances under which we are not required to make an Access Offer, namely:

- if the Access Request has been withdrawn;
- we have concluded, after having used all reasonable efforts to accommodate your reasonable requirements, that it is not technically feasible or consistent with the safe and reliable operation of the pipeline to provide the requested pipeline service; or
- the provision of the pipeline service requested would require the extension of the pipeline.

If we are unable to make an Access Offer due to technical infeasibility, we will give you:

- written reason explaining why the requested service cannot be provided; and
- if there is some prospect that the requested service will become possible to provide at some time in the future, details of when the service would likely become available.

#### ***4.13 How you may request negotiations***

If you have made a valid Access Request for a pipeline service, you may, by notice to the contact identified in section 1.3 above, request negotiation under Part 23 of NGR in relation to any aspect of access to a pipeline service including:

- whether access can be granted; and
- the price and other terms and conditions of an access offer.

Prospective users are encouraged to be clear whether they are requesting commencement of a formal negotiation process (as opposed for example, to seeking clarity in relation to aspects of an Access Offer).

#### ***4.14 How we will exchange information during negotiations***


Each party to the negotiation must, in requesting or providing information, do so in a manner and at a time consistent with the duty to negotiate in good faith.

Requests to either party for information during a negotiation must be requested by notice

- for requests to SEA Gas, to the contact identified in section 1.3
- for requests by SEA Gas, to the person initiating negotiations.

Please refer to the NGR for information that may be requested.



 <b>User Access Guide</b>	Doc Ref: CORP-MAN-001
This is a Controlled Document	Issue Date: 4 Feb 2019

Information that may be exchanged under the NGR must be provided within 15 Business Days of the notice, or any longer period agreed by the requester (unless provision of the information would breach legal professional privilege or third party confidentiality).

Information that is provided must:

- comply with the information obligations under Part 23 of NGR;
- be relevant to the subject matter of the request; and
- be provided in a readily readable form including where requested in electronic file format with all underlying data files and inputs.

#### **4.15 Arbitration**

Pursuant to s 216 J of NGL, prospective users have the right to refer an access dispute to arbitration.

This Guide does not cover the arbitration process. Prospective users are referred to the AER's No-Scheme Pipeline Arbitration Guide at <https://www.aer.gov.au/networks-pipelines/non-scheme-pipelines/arbitration-of-access-disputes>.